

**CONTRACT FOR ANIMAL SHELTERING SERVICES
BETWEEN
THE LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO
ANIMALS (spcaLA) AND CITY OF HERMOSA BEACH**

This AGREEMENT is entered into on this 1st day of July, 2017 between the CITY OF HERMOSA BEACH, a general law city and municipal corporation, ("CITY") and THE LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (spcaLA), a California Corporation ("CONTRACTOR").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, CITY and CONTRACTOR hereby agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR will serve as the Director of Animal Sheltering for CITY in accordance with applicable law. CONTRACTOR will accept stray animals turned in by citizens of the CITY. CONTRACTOR will also accept owned animals relinquished by citizens of the CITY [upon payment of the CONTRACTOR'S fee for such service]. To fulfill this responsibility CONTRACTOR will maintain an animal shelter located at 12910 Yukon Avenue in the City of Hawthorne during the term of this Agreement. CITY agrees to ensure that all ill or injured animals receive emergency medical care as required by applicable law before depositing said animal with CONTRACTOR. CONTRACTOR agrees not to provide animals for scientific research.
- 2. FEES.** CITY agrees to pay CONTRACTOR a sum equal to Four-Hundred-Dollars (\$400.00) per month for CONTRACTOR's services and Twenty Five Dollars (\$25.00) per day per animal held in excess of the CITY's mandated holding period at the CITY's request. For a new contract, this monthly fee is based upon initial estimates of animal intake activity provided by the City. For a renewal contract, the fee is based upon historical animal intake activity data. In either circumstance, the CITY'S animal intake activity will be reviewed periodically by the CONTRACTOR during the contract term to determine if said activity warrants a fee adjustment. Should an adjustment be deemed necessary, it will take effect in the first billing period subsequent to that determination. CONTRACTOR will invoice CITY each month. CITY agrees to pay each invoice within fourteen (14) days after receipt of an invoice.
- 3. TERM.** The term of this Agreement is from **July 1, 2017 to June 30, 2018**. The term of this Agreement shall automatically renew for additional one (1) year terms unless either party provides written notice to the other at least thirty (30) days prior to the end of the initial term or any renewal term. Fees payable during any renewal term will be adjusted by CONTRACTOR to reflect the prevailing rates in effect at the time of renewal.
- 4. TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a taxpayer identification number.

5. **PERMITS AND LICENSES.** CONTRACTOR, at its sole expense, will maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

6. **PROJECT COORDINATION AND SUPERVISION.**

(a) **Denise Jakcsy, Sr. Director of PACS**, will be assigned as CONTRACTOR's Project Manager and will be responsible for coordination with CITY's Project Manager for the services described in Section 1.

(b) **Sharon Papa, Chief of Police**, will be assigned as CITY's Project Manager and will be personally in charge of and personally supervise the Project on a day-to-day basis on behalf of CITY and will maintain direct communication with CONTRACTOR'S Project Manager to facilitate CONTRACTOR's provision of the services described in Section 1.

7. **TERMINATION FOR CONVENIENCE.**

(a) Notwithstanding anything to the contrary set forth in Section 3, either party may terminate this Agreement for convenience at any time with or without cause upon (30) days' written notice.

(b) CONTRACTOR and CITY each waive any and all claims for damages that might otherwise arise from termination of this Agreement pursuant to this Section and/or pursuant to Section 3.

8. **INDEMNIFICATION.**

(a) CONTRACTOR shall indemnify, defend (at CITY'S request and with counsel reasonably satisfactory to CITY), and hold CITY harmless from and against any and all liability, loss, claim, action, damage, cost (including without limitation, reasonable attorney's fees) and expense arising out of CONTRACTOR'S performance of the services pursuant to this Agreement.

(b) For purposes of this Section "CITY" includes CITY'S officers, officials, employees, agents, representatives, and certified volunteers.

(c) CONTRACTOR expressly agrees that the indemnity set forth above is intended to be as broad and inclusive as is permitted by the law of the State of California.

(d) The indemnification obligations of CONTRACTOR set forth in this Section 8 will survive termination of this Agreement.

(e) The requirement as to the types and limits of insurance coverage to be maintained by CONTRACTOR as set forth in Section 12 are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to the provisions of this Section 8.

9. ASSIGNABILITY. This Agreement is for CONTRACTOR'S unique services. CONTRACTOR may not assign the benefits or burdens of this Agreement without CITY'S prior written consent.

10. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of the method and manner in which the services are performed hereunder. CONTRACTOR is free to contract for similar services to be performed for other entities while this Agreement is in effect with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of how the services are provided or to exercise a measure of control over the services means that CONTRACTOR will follow the direction of the CITY as to end results only.

11. RECORDS RETENTION. CONTRACTOR will maintain full and accurate records with respect to all services provided under this Agreement. CONTRACTOR will retain such records for at least three (3) years after termination or final payment under this Agreement.

12. INSURANCE.

(a) At all times during the term of this Agreement, CONTRACTOR will maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below.

Type of Insurance	Limits (Combined Single)
Commercial general liability:	\$1,000,000
Business automobile liability:	\$1,000,000
Workers compensation:	Statutory limits

(b) Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 10 01. The amount of insurance set forth above will be \$1,000,000 per occurrence -- \$2,000,000 aggregate for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insured's" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence", not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to CITY.

(c) Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 07 97, or similar form for CONTRACTOR owned autos.

(d) CONTRACTOR will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing the insurance required under this Agreement and such other evidence of insurance or copies of policies as maybe reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company rating of "A:VII."

(e) Should CONTRACTOR, for any reason fail to maintain the insurance required by this Agreement, CITY may, after providing reasonable written notice to CONTRACTOR, obtain such coverage at CONTRACTOR'S expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate this Agreement pursuant to Section 7.

13. **NOTICES.** All written communications by one party to the other will be sent as follows:

CITY	CONTRACTOR
Sharon Papa, Chief of Police City of Hermosa Beach 540 Pier Avenue Hermosa Beach, CA 90254	Diane Eyler spcaLA 5026 West Jefferson Blvd. Los Angeles, CA 90016

Any such written communications will be conclusively deemed to have been received by the addressee at the time of actual delivery when sent by certified or registered mail, return receipt requested, postage prepaid. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notices in the manner prescribed in this paragraph.

14. **INTERPRETATION.** This Agreement will be construed in accordance with the laws of the State of California, and exclusive venue for any dispute involving this Agreement will be in Los Angeles County.

15. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other Agreements express or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

16. **EFFECT OF CONFLICT.** In the event of any conflict or inconsistency between any provision of this Agreement, and any other document or agreement, whether oral or written, the provisions of this Agreement will govern and control.

17. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.

18. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the

extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

19. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment executed by both parties. CITY'S city manager, or designee, may execute ay such amendment on behalf of CITY.

20. COVENANTS AND CONDITIONS. The Parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

21. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and not affect the interpretation of this Agreement.

22. FORCE MAJEURE. Should performance of this Agreement be prevented due to acts of God, fire, flood, earthquake, explosion, hostilities, war, strikes, embargo, riots, government action, civil or military authority, the natural elements, or other similar causes beyond the parties' control, then this Agreement will immediately terminate without obligation of either party to the other.

23. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

24. COUNTERPARTS. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY OF HERMOSA BEACH
A general law city and Municipal Corporation

THE LOS ANGELES SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS,
a California corporation

By: _____

Name: Sharon Papa
Title: Chief of Police

By: _____

Name: Madeline Bernstein
Title: President

By: _____

Name: Diane Eyler
Title: Executive Vice President

ATTEST:

Name: Elaine Doerfling

CITY CLERK

APPROVED AS TO FORM:

By: _____

Name: Michael Jenkins

CITY ATTORNEY